

**Memorandum of Understanding between
The City of San Diego Office of Homeland Security
and Volunteer San Diego**

Purpose

This Memorandum of Understanding defines a cooperative, working relationship between the City of San Diego Office of Homeland Security (OHS) and Volunteer San Diego (VSD) regarding City assets or facilities which may support VSD in its efforts to manage convergent, unaffiliated volunteers in times of a proclaimed/declared emergency.

The Role of VSD

VSD is designated the County of San Diego's lead agency for managing spontaneous, unaffiliated volunteers per the County's Spontaneous Volunteer Management Plan and the MOU signed by VSD with the County on 08/07/2009. VSD may register and refer volunteers via phone, email, on-line, or walk-in interview services or a combination of any two of these services. To this end, VSD manages a coordinated, ongoing system for supporting and building its response capacity including the development of an in-house corps of disaster volunteers trained to stand up and manage Emergency Volunteer Centers (EVCs). Should its headquarters be rendered inoperable by a disaster, VSD is developing capabilities for the remote scheduling and staffing of EVCs.

OHS may request that VSD activate when disaster or public emergency strikes within the jurisdiction of the City of San Diego. VSD will maintain its activation authority but will, as a cooperating agency, make "best efforts" to respond to a request for activation.

VSD will act as the principal referral agency but the receiving agency assumes liability for the spontaneous volunteer and is responsible for any training or background checking where required by that volunteer's assignment.

Methods of Cooperation

VSD will support OHS and its cooperating agencies by providing a system for processing, referring, and requesting convergent and/or spontaneous unaffiliated volunteers—those volunteers who are not affiliated with any responding agency but come forward spontaneously to offer their services with response, relief, and recovery efforts.

OHS may assist VSD by providing alternate EVC locations and, if necessary, consumable supplies for operating an EVC. This need arises with special reference to an attack by foreign or domestic operatives where security needs for VSD's responders are heightened. In this instance, VSD may request use of the phone bank at the City of San Diego Emergency Operations Center (EOC) or similar facility. Upon receipt of such a request from VSD, OHS will coordinate with appropriate City departments and facility

managers to determine availability of a suitable alternate EVC location (the EOC phone bank is normally operated by the San Diego Police Department). If an alternate EVC location is made available, VSD must provide the EOC Director or EOC Liaison Officer with the names of all authorized phone bank respondents and supervisors in advance of their arrival.

VSD will communicate with the City of San Diego EOC via WebEOC, email, phone, amateur radio, messenger, and/or in person. If requested to do so by the EOC Director, VSD may send a representative to the City's EOC and confirm this request with the EOC Liaison Officer.

This coordination between OHS and VSD does not impose any administrative authority or fiscal control by government or its emergency organizations over VSD, its policies, volunteers or employees nor does it empower VSD to encroach upon, invade, or substitute for local government statutory obligations to plan, prepare for and respond to, disaster situations within its jurisdiction. Neither shall this agreement limit the ability of OHS to recruit or use volunteers on any basis.

Cost Recovery

In the event that the City of San Diego, County of San Diego, and/or State of California issue an emergency proclamation, and/or a Presidential declaration of emergency is issued, VSD may be eligible for recovery of extraordinary expenditures beyond normal operating costs provided that these expenditures are properly documented and approved by administering government representatives. In this case, OHS may assist with the recovery of the extraordinary costs.

MOU Costs

OHS shall not be liable for any of VSD's normal operating expenses as a result of this MOU.

Terms of Memorandum

This Memorandum of Understanding will be in effect as of the date signed by both parties below, and shall remain in effect until 30 days after written notification from either party that it desires termination of the MOU.

Indemnification

The parties agree that all losses or liabilities incurred by either as a result of discharging duties or responsibilities under this MOU shall not be shared pro rata; instead, the parties agree to hold the other harmless from any claim, expense, or cost, damage or liability arising out of, or in connection with, the performance of responsibilities pursuant to this MOU.

Amendments

Amendments to the terms and conditions for this MOU shall be effective only upon mutual agreement in writing by both parties. OHS has the authority on behalf of the City of San Diego to execute any amendments pertaining to the operational issues of this agreement.

Independent Contractor

VSD shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between OHS and VSD. No person performing any of the work or services described here shall be considered an officer, agent, servant, or employee of a local government, agency, nor shall any such person be entitled to any benefits granted to local government employees.

Other Agreements

This MOU places no restrictions on either party from participation in similar agreements and/or activities with other public or private entities.

Insurance

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance, or a combination thereof, against any claim, expense, cost, damage or liability arising out of the performance of its responsibilities pursuant to this MOU.

Notices

All notices required by this MOU shall be in writing and addressed to the parties below:

City of San Diego, Office of Homeland Security, 1010 Second Avenue, Suite 1500, San Diego, CA 92101

Volunteer San Diego, 4545 Murphy Canyon Road, Suite 225, San Diego, CA 92123

Entered into agreement by:

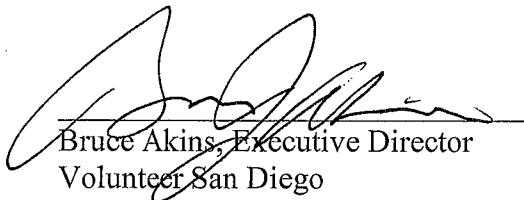


Donna Faller, Program Manager

City of San Diego Office of Homeland Security

7/21/11

Date

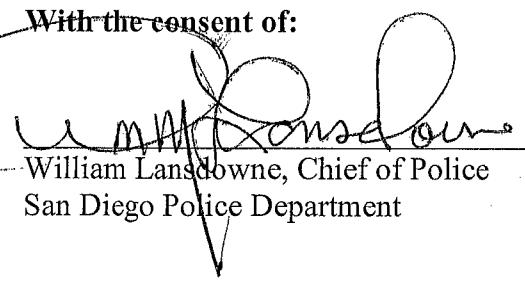


Bruce Akins, Executive Director
Volunteer San Diego

7/25/11

Date

With the consent of:



William Lansdowne, Chief of Police
San Diego Police Department

8/2/11

Date